



Salty Breeze Property Management

Tenancy Agreement

Dated the 16th day of March, 2009, made pursuant to the provisions of the Tenant Protection Act, S.O. 1997. Ch.24.

Between: Salty Breeze Property Management of 1047 Sherbourne Rd, London Ontario, N6G4C7.

and _____
Tenant's Name Address

and _____
Guarantor Address

and _____
Tenant's Name Address

and _____
Guarantor Address

Rented Premises

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord.

1210-B Huron St, London Ontario, (1 bedroom basement apartment)

Hereinafter referred to as the Rented Premises and the following parking privileges for private passenger automobile(s):

Parking

Includes single lane leading to the garage. Maximum of 1 car. (single driveway, shared with upstairs tenants)

Occupants

It is understood and agreed that no persons shall occupy the Rented Premises in addition to the Tenant:

2. The Tenant agrees to abide by the covenants, agreements and all provisions of this Agreement. It is agreed that the Landlord shall be entitled to enforce provisions of this Agreement against the Tenant in a Court or Tribunal of competent jurisdiction in the event of a breach of performance thereof by the Tenant and the Landlord shall have the right to re-enter the rented premises and obtain vacant possession thereof in the event of non-payment of rent or breach of any of the covenants, agreements or provisions of this Agreement by the Tenant.

Term

3. The Tenant shall occupy the Rented Premises, subject to the present tenant vacating, for a term beginning on the 01 day of August, 2009, and ending on the 31 day of July, 2010,

subject to the terms of the Agreement. If the Landlord is unable to give possession of the rented premises on the commencement of the term for any reason, including, but not limited to construction delays or an over-holding tenants, the Landlord shall not be subject to any liability to the Tenants or occupants and shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the rented premises is offered by the Landlord. Failure to give possession on the date of commencement of the term shall not in any way be construed to extend the term of the Tenancy Agreement.

Rent

4a) The Tenant agrees to pay the Landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord.

For Rented Premises per month: \$700.00
PLUS for Parking Privileges \$ _YES____
PLUS for Utilities \$ YES
PLUS _____ \$ _____

Total Monthly rental pymt in advance \$700.00

Total Monthly rent is due and payable on the first day of each month for the term referred to in paragraph 3 herein. Rent cheques are payable to **Salty Breeze Property Management**.

b.) (i) Arrears of rent shall bear interest at the rate of 3% per month compounded monthly calculated from the date following the date upon which rent is due until paid and such interest shall be deemed as rent hereunder.

(ii) The Tenant hereby acknowledges and agrees that any late payment of rent may be recorded at the discretion of the Landlord with any credit agency or credit bureau and may be used by the Landlord in support of an application to terminate this agreement.

Permission is hereby granted to the Landlord to obtain information from any consumer reporting agency in the event the Tenant is in arrears of rent or wishes to renew this tenancy agreement.

c.) (i) And further provided that all payments herein are to be made by money order or certified cheque only, unless directed by the Landlord. Acceptance of other forms of payment from time to time by the Landlord or his Agent/Employee shall not be deemed to be a waiver of this provision.

(ii) And further provided that if the Monthly Rental is paid by cheque and the cheque is not honoured and the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of this dishonoured cheque the sum of \$40.00 as a service and administration charge for each cheque in addition to the aforementioned Monthly Rental.

(d.) The Tenant agrees to deposit with the Landlord the sum of \$700.00 as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy.

(e) The Administration and Processing Fee referred to in clauses 14 and 15 of the Agreement shall be at current cost.

(f) It is further agreed between the parties that the rent chargeable pursuant to this Agreement and any statutory or other renewals thereof has been negotiated taking into account a reduction to allow for any future disruptions or inconvenience the Tenant may experience as a consequence of the Landlord carrying out its statutory obligations pursuant to the T.P.A. or any other provincial, federal or municipal legislation and therefore the Tenant shall not seek damages or any abatement or rent in such circumstances.

Utilities

The Tenant, in addition to the Monthly Rental, agrees to pay for the following services applicable to the Rented premises:

	Specify Yes or No
Hydro	YES
Gas	YES
Cable T.V.	Yes
Telephone	Yes
Lawn Maintenance	Yes
Snow Removal	Yes

The Tenant shall exercise reasonable care and diligence in the use of any utility supplied by the Landlord. Payment of the utility bill is due when the Tenant receives the bill from the Landlord.

Bankruptcy

6. In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the Bankruptcy Insolvency Act in respect of arrears of rent for a period of three months next preceding the bankruptcy. If the Tenant becomes a bankrupt, the balance of the term of this Tenancy Agreement shall be terminated and the Tenancy shall become a month to month. Tenant subject to all the terms and conditions of this Tenancy Agreement and subject to the rights of the Trustee. On the day following the date that the Tenant becomes a bankrupt the Tenant's obligation to pay rent shall immediately commence for the balance of the month in which the Tenant becomes bankrupt and, thereafter, rent shall be payable in advance on the first day of each month as provided for in clause 4 of this Agreement.

Use

7. (a) The Tenant agrees to use the Rented Premises as a residential dwelling and for no other purpose whatsoever

(i) The Tenant agrees not to conduct, permit or suffer any act or activities on or about the Rented Premises for which consideration would normally be payable, including but not limited to activities such as operation of babysitting or child care services or the operation of any business.

(ii) The Tenant shall not permit the Rented Premises to be occupied by anyone other than the persons listed in clause 1 of this Agreement unless authorized by the Landlord in writing. The Landlord shall be deemed not to have Notice of such occupancy unless the Tenant has complied with this term and the Notice required by clause 1 of this Agreement.

(iii) The Tenant agrees not to permit a sale or auction to be held on the Rented Premises without written consent of the Landlord.

Condition of Use

8. The Tenant hereby acknowledges that the Rented Premises, appliances and appurtenances are in clean condition free of visible defects and fit for habitation and use. The Tenant hereby undertakes to notify the Landlord, in writing, within seven days of the commencement of the term of the Agreement, of any defects or deficiencies in the condition of the Rented Premises. The Tenant agrees that there is no premises, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling, decorating or installation of equipment or fixtures in the Rented Premises. The Tenant hereby agrees to maintain the Rented Premises in the same condition as existed at the commencement of this Tenancy Agreement, or as improved by the Landlord thereafter, reasonable wear and tear excepted.

Repairs

9. In the event of a breakdown of the electrical or mechanical systems, the Landlord shall not be liable for damages or personal discomfort; however, the Landlord shall carry out repairs with reasonable diligence.

Care of Rented Premises

10. The Landlord covenants to keep the Rental Premises in a good state of repair and fit for habitation as required by law and the Tenant agrees to keep the Rented Premises in a reasonable state of cleanliness and shall be liable for the cost of repair of damage to the Rented Premises or residential complex caused by the willful or negligent conduct of the Tenant, other occupants of the Rented Premises or persons who are permitted in the residential complex by the Tenant. The Tenant shall not make any alterations to or decorate the Rented Premises, without Landlords prior written approval and shall upon termination of the tenancy, remove any alterations and decoration and restore the Rented Premises to the same condition as it was on the date of commencement of the Tenancy Agreement, reasonable wear and tear excepted.

The Tenant agrees to have the property cleaned bi-weekly by Landlord and/or employee.

Maintenance

11. The Tenant covenants to advise the Landlord in writing of any repairs or maintenance required to be done by the Landlord. It is agreed that any request for maintenance or repair not made in writing shall not be the subject of any legal proceeding by the Tenant against the Landlord in a court of law or before a tribunal of competent jurisdiction. It is further agreed that upon written notice to the Landlord of any repairs or maintenance required to be done, the Tenant shall allow the Landlord a reasonable opportunity to effect repairs or maintenance that the Landlord is required to undertake by law or under this Agreement. Tenants, except in the case of an emergency, shall not call on any person not employed by the Landlord to effect any repair or maintenance of the Rented Premises.

Right of Entry

12. The Tenant agrees that the Landlord at the Landlords sole discretion, shall be entitled to enter the Rented Premises for the purpose of making inspections, repairs, and alterations including renovations regardless of whether the Tenants believes such inspections, repairs and alterations are necessary and the Landlord shall not be treated as a trespasser for the purpose of such entry; furthermore, the Tenant agrees that the Landlord may enter the Rented Premises in the manner specified under the T.P.A. It is further agreed that the Landlords exercise of right of entry under this clause shall not constitute a breach of the covenant with the Tenant for quiet enjoyment of the Rented Premises.

Rules and Regulations

Parking

13A (i) Automobiles shall be parked only in such spaces which the Landlord may design from time to time and the Landlord shall have the right to reassign such parking spaces from time to time as the Landlord in its sole discretion, may determine. The Tenant shall furnish the Landlord with such information as it may require to identify the Tenants automobile and the Tenant shall affix to the vehicle such identification as may be designed by the Landlord from time to time. The Landlord shall have no obligation to provide parking for more than the number of automobiles specified in paragraph 1 of this Tenancy Agreement. The Tenant shall not assign or sublet any parking spaces unless written approval of the landlord is granted.

(ii) Any parking spaces allotted to the Tenant by the Landlord may be used only for the purpose of parking one automobile which is regularly operated by the Tenant. Without limiting the generality of the foregoing, it is expressly understood and agreed that the Tenant shall not park or store on the Landlord's property any additional automobile which has been abandoned or is inoperable or does not bear any valid license permit, and furthermore that the Tenant shall not park or store on the Landlords property any commercial vehicles, recreational vehicles, trailers, boat or any other object.

(iii) In the event that the Tenant contravenes any of the provisions of sub-paragraphs 13A. (i) or 13A (ii) hereof, the Landlord shall have the right to remove the automobile, vehicle, trailer, boat or objects, as the case may be, from the property of the Landlord at the Tenant's risk and expense. No action shall lie against the Landlord in conversion, damages or otherwise as a consequence of such removal and Tenant shall reimburse the Landlord for any expense which he may incur in removing, storing, or disposing of any vehicle, trailer, boat or object.

(iv) No repairs, cleaning, washing or maintenance of any vehicle shall be carried out in the Landlords property.

Fire

B(i) the Tenant shall not do, bring or keep anything in the Rented Premises, or permit or suffer such act which will in any way create a risk of fire or increase the rate of fire insurance on the building or contents.

(ii) Barbecuing on balconies or making of fires shall not be permitted in or about the Rented Premises.

Noise

C. The Tenant shall not cause, permit or suffer any noise or interference which is disturbing to the comfort or reasonable enjoyment of the Rental Premises by the Landlord or any other tenants.

Access

D(i) The sidewalks, entry, passageways and stairways used in common shall not be obstructed or used for any purpose other than proper access to and from the Rented Premises. Bicycles shall be kept only in areas designated by the Landlord.

(ii) The Tenant agrees not to permit or suffer any partition or fences to be erected on, in, or about the Rented Premises.

(iii) The Landlord shall have the right to limit access to the building by delivery service.

Painting and Alterations

E(i) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, or permit or make any alterations or changes in or about the Rented Premises without prior

written consent of the Landlord.

(ii) Wallpaper shall not be installed without prior written consent of the Landlord

(iii) Spikes, hooks, screws, nails, or stick on hangers shall not be put into or upon any woodwork or walls of the Rented Premises.

(iv) No adhesive products or self-adhesive products shall be used within the Rented Premises including but not limited to: self-adhesive picture hangers, clothes hooks, refrigerator decorations and bathroom decals.

Electric Light Bulbs

F(i) The Tenant shall not permit the painting of any portion of the Rented Premises, or erect or cause to be erected any structure in, about, or upon the Rented Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs and fuses are in place and in an operable condition.

Smoke Detectors

G. The Tenant agrees to immediately notify the Landlord in writing of any malfunctions of any smoke detector supplied by the Landlord and the Landlord agrees to service same, provided that:

(i) The Landlord shall furnish a battery for each smoke detector requiring same at the time the Tenant takes possession of the Rented Premises, which battery shall thereafter be replaced as needed from time to time by the Tenants.

(ii) The Landlord shall not be responsible for servicing the smoke detector if the malfunction is due to tampering or adjustments made thereto or removal thereof by the Tenant of his guests and the Tenant shall reimburse the Landlord for any expense incurred for replacement or servicing of the equipment if the malfunction is so caused.

Shades and Balconies

H(i) No awnings, shades, flower boxes, aerials, satellite dishes, or other items shall be erected over or placed outside windows, doors, balconies or inside patios. Balconies or patios shall not be used for the hanging or drying of clothes or for storage. No objects whatsoever shall be dropped, thrown, propelled or projected from the Rental Premises, and the Tenants shall not permit or suffer such act.

(ii) Drapes and drapery tracks where provided by the Landlord shall not be removed. The Tenant shall not install or permit to be installed over any window or door any flags, sheets, towels, metal or other similar items which in the sole opinion of the Landlord are detrimental to the appearance of the building.

(iii) The Tenant shall maintain any patio or balcony area forming part of the Rented Premises in a neat and tidy condition at all times to the satisfaction of the Landlord and in no case shall the Tenant install or place carpeting of any kind on the balcony or patio.

Signs

I. No signs, advertisement or notices shall be posted or inscribed on any part of the building by the Tenant.

Pets

J(i) The Tenant shall not permit a dog, cat or other animal, bird or reptile or pet of any kind to be kept or allowed on or in or about the Rented Premises. The Tenant shall indemnify and save the Landlord harmless from any claims arising from the injury to any person or damage to any property in the Rented Premise as a result of the Tenants or his/her guests bringing any animal, bird, reptile or pet into the Rented Premises or in or about the building wherein the Rented Premises are situated. Failure by the Landlord to enforce this provision is not deemed a waiver of this provision and the Tenant hereby acknowledges that the Landlord is not stopped from enforcing this provision at anytime.

(ii) The Tenant hereby accepts liability for any and all claims and actions initiated by the Landlord, another Tenant a future Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of the Tenant or his guests bringing any animal, bird, reptile, or pet into the Rented Premises or in or about the building where the Rented Premises are situated.

Vermin

K. The Tenant shall keep the Rented Premises free from vermin and in so doing shall procure and pay for any professional pest control service which may be necessary from time to time and a failure by the Tenant to comply with this provision shall be deemed to constitute a consent that the Landlord may enter the premises for the purpose of extermination of any such vermin and any cost thereof shall be payable to the Landlord by the Tenant. The Tenant hereby further consents to entry of the Landlord or anyone designated by the Landlord for the purpose of treating the Rented Premises for pest control purpose.

Garbage

L. All garbage must be wrapped in plastic or disposable garbage bags and tied and sorted if required and placed in the areas designed by the Landlord and at such times which it may designate, all in conformity with Department of Health regulation and any applicable recycling regulations. It is expressly agreed and understood however, that garbage shall not be stored outside the Rented Premises at any time unless in facilities designated by the Landlord.

Smoking

M. Anything that produces smoke or has a by product that stains or discolours the interior walls and ceilings of the Rented Premises is strictly prohibited. This includes but is not limited to scented candles, cigars and cigarettes etc. No one that is in the act of smoking shall be permitted to enter the Rented Premises.

Noxious Substances

N. The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Rented Premises or any part of the residential complex or land upon which the residential complex is situated. The Tenant shall be liable to indemnify the Landlord for all damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this term. If a question arises relating to a contaminant or noxious, dangerous or toxic substance, such question will be determined having regard to Ontario or Federal law or by a person whom the Landlord believes to be a expert qualified to determined the question.

Defects

O. The Tenant shall give the Landlord prompt written notice of any accident or defects such as, without limiting the generality of the foregoing, defects or accidents involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, electric lights or any other installations and shall be liable for any damages caused by failure to give such notice.

Laundry Rooms

P. The use of washing machines and dryers shall be subject to any rules, regulations or Notices posted or provided by the Landlord and no laundry shall be hung in, around or about any portion or the Rented Premises.

Repairs and Replacements

Q. Except if repairs or replacements are required by normal wear and tear, the Tenant shall be responsible for all repairs and replacements in the Rented Premises including, without restriction the generality of the foregoing, broken glass, torn screens, damaged lights fixtures, plugged toilets and plugged sink drains.

Refrigerators

R. Ice shall not be scraped from any surface and electric defroster shall not be used in any refrigerator. Plastic parts of the refrigerator shall not be subjected to water hotter than the hand can bear. Any damage to the refrigerator shall be paid for by the Tenant.

Appliances

S. The Tenant shall not use any appliance in addition to those supplied by the Landlord including, without limiting the generality of the foregoing, any dishwasher, air-conditioner, washing machine, clothes dryer and the refuse compactor, without first obtaining the written consent of the Landlord and paying to the Landlord the required change for the use thereof. The Tenant shall properly care for all appliances supplied by the Landlord and notify the Landlord in writing if such appliances require repair, further, any damages to such appliances shall be paid for by the Tenant.

Waterbeds

T. The Tenant shall obtain, at his expense, appropriate liability insurance for any water bed installed in the Rented Premises all shall provide proof of same to the Landlord prior to installation of any water bed. Further, the Tenant shall be liable for all claims and actions initiated by Landlord, another Tenant or any other person for any injury to any person or damage to any property in or about the Rented Premises as a result of water leaking, issuing or flowing from any water bed installed in the Rented Premises.

Moving

U(i) Household furniture and effects may be removed from the Rented Premises only at such time and in such manner as prescribed by the Landlord.

(ii) The Tenant shall not damage any part of the building or Rented Premises by moving furniture or other articles in or out the Tenant agrees to indemnify the Landlord for any expenses incurred in repairing any damage so caused.

Locks

V(i) The Tenant shall not alter or add to the locking systems on any door giving direct entry to the Rented Premises without written permission by the Landlord. The Tenant hereby consents to any change of locks in the building including that of the door giving direct entry into the Rented Premises, provided the Landlord gives the Tenant replacement keys.

(ii) In the event the Tenant or his guest(s) locks him/herself out of the Rented Premises, the Landlord shall not be obligated to unlock the Rented Premises and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, charges for damages howsoever caused, and any service charge payable to the Landlord if the Landlord agrees to unlock the Premises.

General

W(i) The rules, regulations and posted notices governing the use of any additional services by the Landlord shall be observed and adhered to. Such services may include, but shall not be limited to, swimming pools, sauna baths, exercise rooms, recreational areas, and similar services which are for the exclusive use of the Tenant.

(ii) The Tenant shall not violate, or permit or suffer violation of any Federal, Provincial, or Municipal statutes, laws, by-laws, rules and regulations of the Condominium Corporation and the said act.

(iii) If the Rented Premises are subject to the Condominium Act, the Tenant agrees to be bound by the Declaration, by laws and rules and regulations of the Condominium Corporation and the said act.

Amendments

X. The Tenant covenants and agrees to comply with each of the rules and regulations herein and upon notice, any additions or amendments thereto.

Assignment of the Rented Premises

14. The Tenant acknowledges the right of the Landlord to consent or refuse to consent to the assignment of the Rented Premises. The Tenant covenants not to assign the Rented Premises without first requesting, in writing and receiving written leave of the Landlord to do so. If the Landlord consents to an assignment of the Rented Premises, the Tenant shall not assign the Rented Premises to a potential assignee without first requesting, in writing, that the Landlord consents to the assignment of the Rented Premises to the potential assignee and receiving the Landlord's written consent thereto, which consent will not be arbitrarily or unreasonably refused; however, the Landlord may charge an administration and processing fee in respect of the expense associated with the granting of such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall not be construed to mean acceptance by the Landlord or a prospective assignee. It is further agreed that a request shall be deemed not to have been made until the administration and processing fee has been paid and submitted along with the Tenant's written request. Each written request made under this section or section 15 shall be delivered personally or by mail, to the Landlord at the address set out on page 1 of this Agreement and where the request is mailed, it shall be deemed to have been made on the 5th business day after mailing. Until the

assignment occurs, the Tenant shall remain liable for all obligations under this Tenancy Agreement, including the obligation to pay rent. Unless otherwise agreed in writing the Tenant shall be responsible for finding an acceptable assignee provided the Landlord has first agreed, in writing, to the assignment of the Rented Premises.

Sublet of the Rented Premises

The Tenant covenants not to sublet the Rented Premises without first requesting and obtaining the Landlord's written consent to sublet to the prospective tenant. Where the tenancy is monthly, the Tenant shall not sublet the Rented Premises for a term greater than the remaining days in the month where the sublet takes effect. Where the Tenancy is for a fixed term, the Tenant shall not sublet the Rented Premises for a term which ends after the fixed term. In all cases, no consent to a sublet shall be granted by the Landlord unless the Tenant first provides to the Landlord a copy of an executed written subtenancy agreement specifying the date of termination of the subtenancy and specifying that the subtenancy agreement shall not be amended by the parties without first obtaining the written consent of the Landlord thereto, which consent may be unreasonably withheld. The Landlord shall not arbitrarily or unreasonably withhold consent to a sublet; however, the Tenant agrees to pay the Landlord an administration fee in respect of the expenses associated with granting such consent in the amount specified in clause 4(e) herein, per applicant, provided that this covenant shall be deemed to mean acceptance of a prospective subtenant. It is further deemed that a request to sublet shall not have been made until the administration and processing fee has been paid. The Tenant acknowledges that, in the event the Rented Premises is sublet, the Tenant shall continue to be bound by all the provisions of this Tenancy Agreement, including the obligations to pay rent, until such time as the tenancy is terminated. The Tenant further acknowledges that any subtenant must vacate the premises and the Tenant must deliver vacant possession of Rented Premises upon termination of this Tenancy Agreement. It is acknowledged that any rent paid by the subtenant to the Landlord shall be deemed to be paid on behalf of the Tenant but only during the term of the sub-tenancy approved by the Landlord.

Abandonment of Premises by Tenant

16(a) If rent is unpaid after the due date, and if it appears to the Landlord that the Tenant has vacated or abandoned the premises, the Landlord may enter the Rented Premises and, in addition to all other rights reserved to the Landlord, may re-rent the Rented Premises. The Rented Premises to be substantially barren of the Tenant's furnishings and or effects, by this clause shall not be construed so as to limit or restrict the circumstances under which the Rented Premises may be deemed to be vacated or abandoned.

(b) The Tenant agrees to pay the Landlord any costs incurred by the Landlord in respect of commission fees, advertising, administrative costs, storage fees, and all costs of redecorating and cleaning, in addition to any arrears of rent and damages, including but not limited to all legal costs on a solicitor and client basis, to which the Landlord is entitled under the Agreement or by law in the course of obtaining vacant possession and re-renting the Rented Premises; it is expressly agreed that recovery of any such sums shall constitute appropriate damages recoverable by the Landlord as a consequence of breach of this Tenancy Agreement.

(c) Upon re-entry by the Landlord upon termination of the tenancy or upon the abandonment or vacating of the Rented Premises by the Tenant, or pursuant to the Court or Tribunal Order, the Landlord may dispose of any articles, belongings, effects, or furnishings of any kind found at the Rented Premises or its environs in accordance with the provisions of the T.P.A. In the event any of the Tenant's articles, effects, belongings, or furnishings are sold by the Landlord, the proceeds of such sale shall be applied towards any of the Landlord's reasonable out-of-pocket expenses incurred for moving, storage, securing and selling such property and any arrears of rent and legal costs and disbursements, without prejudice to the Landlord's rights to recover any deficiency remaining.

Liability

17. Landlord shall not in any event whatsoever be liable or responsible in any way for:

- (i) any personal injury or death that may be suffered or sustained by the Tenant, an occupant or any member of the Tenant's family, his agents or guests, or any person who may be on the Rented Premises of the Landlord, or
- (ii) any loss or damage or injury to any property including cars and contents thereof belonging to the Tenant or to any member of the Tenant's family or to any other person while such property is on the Rented Premises or on the premises of the Landlord, or
- (iii) Without limiting the generality of the foregoing, any damages to any such property caused by steam, water, ground water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the premises of the Landlord or from the water, steam, sprinkler, or drainage pipes or plumbing work of the same or from any place or quarter, or
- (iv) any damages caused by or attributable to the condition or arrangement of any electrical or other wiring, or
- (v) any damage caused by anything done or omitted to be done by any Tenant or the Landlords, or
- (vi) any damage to or loss of property left in or on the Rented Premises of the Landlord subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other Tenant or the Landlord, or any other person, or
- (vii) any damages to or loss of property incurred by the Tenant as result of an "Act of God" being such as but not limited to, the following, severe storm, lightning, flood, infestation of vermin or insects, etc.

If Premises Rendered Unfit

18. Except where the Rented Premises are rendered unfit for the purposes of the Tenant as a result of an "Act of God" or the negligence of the Landlord, the Tenant shall be liable for full payment of rent for the Rented Premises and shall be liable to reimburse and indemnify the Landlord in respect of payments made or liable to be made by the Landlord to any insurer or to any other person in respect to loss of income and damages of any kind and shall be liable to pay the full Monthly Rental during the period when the Rented Premises are unfit for the purposes of the Tenant.

Termination of Tenancy at end of Term

19(a) If either the Tenant or the Landlord desires to terminate the Tenancy at the end of the term or this Agreement, he/she shall give written notice in accordance with the Tenant Protection Act and not less than sixty (60) days prior to the expiration of the Agreement or any Statutory or other renewal thereof.

(b) If either party have given notice of termination of this Agreement or if the parties have agreed that the Tenancy will be terminated, the Rented Premises may be shown to prospective tenants in accordance with the provisions of the T.P.A. Should the Tenant effectively deny the Landlord entry rights under the T.P.A or this Agreement, the Tenant shall compensate the Landlord for any damages he may experience including but not limited to loss of rent.

(c) If no notice-pursuant to this paragraph has been delivered by either party and the Tenant remains in occupation after the end of termination of this Agreement, the Tenant shall become a monthly Tenant under the terms and condition herein set out subject to any valid Notice of Rent increase served by the Landlord or his/her agent and provided that nothing herein contained shall prevent the parties from agreeing in writing to any other term for the said monthly tenancy.

(d) In the event the Tenant is required by law or agrees to vacate the Rented Premises on or before a certain date and the Landlord enters into a Tenancy Agreement with a third party to rent the premises for a term commencing immediately after such and if the Tenant fails to vacate the Rented Premises on or before such date thereby causing the Landlord to be liable to such third party, the Tenant shall (in addition to all other liability to the Landlord for such over-holding) indemnify the Landlord for all damages suffered thereby, including without limited the generality of the foregoing, for all legal cost incurred by the Landlord on a solicitor and client basis and for damages incurred by the incoming tenant in respect of such over-holding

(e) The Tenant acknowledges and agrees that he shall give any notice of termination by delivering or mailing same at or the office of the Landlord only, and not by delivering or mailing same to any agent or employee of the Landlord. The Tenant further acknowledges and agrees that, in the event the Landlord named in a Tenancy Agreement ceases to be the Landlord of the Rented Premises, the Tenant shall deliver any such notices under the Agreement or required by law to the office of the party who is the Landlord at the time the notice is given.

(f) The Tenant agreed to vacate the Rented Premises by 1 o'clock p.m on the final day of this Tenancy Agreement of any renewal thereof.

(g) After service of the Notice of Termination, the Tenant shall arrange with the Landlord or his agent to complete an "Outgoing Inspection Report", which shall be signed by both parties. Failure to complete an "Outgoing Inspection Report" will be deemed acceptance by the Tenant of the Landlord's copy of same.

(h) Upon termination of Tenancy, the Tenant shall give vacant possession and deliver all keys of the Rented Premises to the Landlord. Failure to comply with this provision shall render the Tenant liable to an administration charge in addition to any other liability imposed upon the Tenant by this Agreement or by law.

(i) The premises shall be left fit for immediate occupation by the new Tenant, clean, undamaged, and with all furniture and refuse removed. Without limiting the generality of the foregoing. The Tenant shall;

(i) leave the Rented Premises, appliances, and appurtenances in the same condition as existed at the commencement of the term and if the condition of the Rented Premises has been improved by the Landlord following the commencement of this Tenancy Agreement in any manner or for any reason whatsoever, the Tenant shall leave the Premises in the improved condition, reasonable wear and tear excepted;

(ii) leave broad-loomed, carpet and tile floors, ceilings, windows, doors and every other part of the Rented Premises in a clean condition and not move heavy furniture over the floors or stairs- coasters shall be used when moving heavy furniture;

(iii) leave the stove, refrigerator and any other appliances in a clean condition inside and outside, and replace any broken, missing or damaged parts before vacating.

(iv) clean and defrost refrigerator, but leave it running at normal setting.

(v) remove all contents and refuse from the Rented Premises and leave any storage areas clean and unlocked

(vi) if the Tenant has or had a pet, the Tenant at his/her cost shall have a qualified pest control contractor treat the Rented Premises for fleas and other vermin and shall provide the Landlord with the contractor's paid receipt as evidence of work done.

(vii) should the Landlord have to clean or treat the Rented Premises as a result of the Tenant's failure to comply with his/her obligation under clause 9[(i-vi)], the Tenant shall reimburse the Landlord for all costs incurred in respect of same.

Insurance

20. The Tenant shall, during the entire period of this tenancy and any renewal thereof, at his/her sole cost and expense, be responsible for his own content insurance. Under no circumstance will the Landlord be help responsible for contents owned and or used by the tenant.

Waiver

21. The Landlord and Tenant mutually agree that no assent or consent to change in or waiver of any part of this Agreement in spirit or letter shall be deemed or taken as made, unless, the same be done in writing between the Landlord or the Landlord's authorized agent and attached to or endorsed hereon. It is specifically understood between the parties hereto that the Landlord's Janitors, Superintendents and Rental Agents are NOT authorized agents within the meaning of this clause.

Sever-ability

22. If any term, covenant, condition or provision of this Tenancy Agreement or the application thereof to any person or circumstances to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of this Agreement shall be valid and enforced to the fullest extent of the law.

Rental Application

23. The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of this Tenancy Agreement. The Tenant warrants the truth or all facts contained therein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement void-able at the option of the Landlord.

Guarantor's Liability

24. In consideration of the execution and delivery of this Tenancy Agreement by the Landlord, the Guarantor, as principal debtor, agrees to execute an agreement made collateral to this Tenancy Agreement, which upon execution by the Guarantor and the Landlord,

shall be deemed to constitute a part of and be incorporated into this Tenancy Agreement with the Guarantor deemed to be party to this Tenancy Agreement. The Guarantor further agrees that liability under the guarantee shall continue until such time as this Tenancy Agreement is terminated and the Guarantor continues to be liable and bound by this Guarantee during any renewals and extensions, statutory or otherwise, of the term of this Tenancy Agreement,

Obligations are Joint and Several

25. Everything contained in this Tenancy Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular references to the Tenant shall be deemed to be joint and several obligations.

26. The Tenant hereby Grants permission to the Landlord to record and use personal information about the tenant obtained during the course of the tenancy herein for the purposes of;

- 1. enforcing any term of this agreement, including collection of monies owed to the landlord;**
- 2. obtaining a consumer report in the event that the tenant is in arrears of rent, in breach of this agreement, or wishes to renew this agreement; and,**
- 3. transferring information to a data base of tenant information to be made available to the landlord or its agents.**

Entire

27. The Tenant acknowledges that, prior to signing the Tenancy Agreement, the Tenant has read this Tenancy Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement and Rental Application constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This agreement may not be amended or modified in any respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed there presents:

Per: _____
(Landlord - Adam Salt)

Witness Per: _____
(Tenant)

Witness Per: _____
(Guarantor)

Witness Per: _____
(Tenant)

Witness Per: _____
(Guarantor)

RECEIPT OF TENANCY AGREEMENT:

I/We hereby acknowledge receipt of a full executed copy of this Tenancy Agreement and the Rental Application herein this ____ day of _____, 20____.

I have authority to accept a copy of this Tenancy Agreement on behalf of myself and all Tenants and Guarantors named herein:

(Tenant)_____
(Sign name of Tenant here)

(Print name of Tenant here)

(Tenant)_____
(Sign name of Tenant here)

(Print name of Tenant here)